

LIDDELL, SAPP, ZIVLEY & LABOON

ATTORNEYS

TEXAS COMMERCE TOWER
HOUSTON, TEXAS 77002

(713) 226-1200

TELEX 76-2616

TELECOPIER (713) 223-3717

AUSTIN OFFICE
702 COLORADO STREET
SUITE 630
AUSTIN, TEXAS 78701
(512) 474-8484
TELECOPIER (512) 474-5830

DALLAS OFFICE
1500 SAN JACINTO TOWER
DALLAS, TEXAS 75201
(214) 880-0100
TELECOPIER (214) 880-0025

July 9, 1985

No.

Date

Fee \$

ICC Washington, D.C.

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

JUL 15 1983

10.00

MOTOR OPERATING UNIT

JUL 15 9 34 AM '85

ICC OFFICE OF
THE SECRETARY

Interstate Commerce Commission
12th Street & Constitution Avenue, N.W.
Room 2303
Washington, D.C. 20423
Attention: Ms. Mildred Lee

Re: Texas Commerce Bank - Inwood, NA (the
"Bank") Loan to Bob E. Atnip ("Atnip")

Dear Ms. Lee:

I have enclosed an original and one counterpart of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an Amendment of Security Agreement-Equipment ("Amendment"), a secondary document, dated January 7, 1985.

The primary documents to which the Amendment is connected are a Security Agreement-Equipment executed by and between the Bank and Atnip, filed with the ICC on March 29, 1985 under Recordation No. 14602-A and a Bill of Sale filed with the ICC on March 25, 1985 under Recordation No. 14602. The Bank and Atnip wish to amend said primary documents in certain respects as provided in the Amendment.

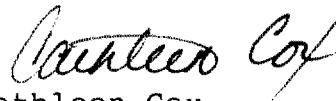
Please arrange to have this Amendment recorded in the ICC records. Enclosed please find this firm's check in the amount of \$10.00 which covers the statutory recording fee. Please return an original Amendment stamped with the appropriate recordation information to:

Interstate Commerce Commission
July 9, 1985
Page Two

Cathleen Cox
Liddell, Sapp, Zivley & LaBoon
3400 Texas Commerce Tower
Houston, Texas 77002

I certify that I have knowledge of the
foregoing.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Cathleen Cox".

Cathleen Cox
Paralegal

CC/ksc
Enclosures

(A)CSC:ICC-10

RECORDATION NO. 14602-B FILED & RECORDED

JUL 15 1985 8-4 5 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT OF SECURITY AGREEMENT-EQUIPMENT

THIS AMENDMENT OF SECURITY AGREEMENT-EQUIPMENT ("Agreement") is made and entered into as of January 7, 1985 by and between BOB E. ATNIP ("Debtor"), whose address is 9519 Arcade, Spring, Montgomery County, Texas 77379 and TEXAS COMMERCE BANK-INWOOD NATIONAL ASSOCIATION, a national banking association ("Secured Party"), whose banking offices are located at 6510 West Little York, Houston, Harris County, Texas 77238.

RECITALS:

Under date of January 7, 1985, the Debtor and the Secured Party entered into a Security Agreement-Equipment ("Original Agreement") granting to Secured Party a security interest in two (2) 23,500 gallon nominal capacity tank cars, as more particularly described therein. Debtor granted said security interest to Secured Party as collateral to secure the payment of a \$40,000.00 loan from Secured Party to Debtor.

Debtor and Secured Party now desire to amend the Original Agreement in certain respects as hereinafter provided.

AGREEMENTS:

For and in consideration of the premises and the mutual agreements herein contained, the parties hereto agree as follows:

(1) Section I (Creation of Security Interest) of the Original Agreement is hereby amended in its entirety to hereafter be and read as follows:

In order to secure the prompt and unconditional payment of the indebtedness herein referred to and the performance of the obligations, covenants, agreements and undertakings of Debtor herein described, Debtor hereby grants to Secured Party a security interest in two (2) 23,500 gallon nominal capacity tank cars, more particularly described as type DOT111A100W3, roller bearing trucks bearing the following numbers: GLNX 83026 and GLNX 83029, all accessions and appurtenances thereto, and all renewals and replacements of and substitutions for any of the foregoing (hereinafter

collectively called the "Collateral") and all products and proceeds of the Collateral (including, without limitation, all insurance and all claims for insurance effected or held for the benefit of Debtor or Secured Party in respect of the Collateral), together with all contract rights, accounts and general intangibles of Debtor relating to or arising out of the lease of the Collateral. The inclusion of proceeds does not authorize Debtor to sell, dispose of or otherwise use the Collateral in any manner not authorized herein.

(2) Section 4.1(i) of the Original Agreement is hereby amended in its entirety to hereafter be and read as follows:

Notwithstanding the security interest in proceeds granted herein, except for those leases contemplated by that Management Agreement dated December 21, 1984 by and between Debtor and GLNX Corporation, Debtor will not sell, lease, exchange, lend, rent, assign, transfer or otherwise dispose of all or any part of the Collateral or any interest therein or permit the title to the Collateral or any interest therein, to be vested in any other party, in any manner whatsoever, by operator of law or otherwise, without the prior written consent of Secured Party.

(3) Except as hereby amended, the Original Agreement shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Bob E. Atnip
BOB E. ATNIP

TEXAS COMMERCE BANK-INWOOD,
NATIONAL ASSOCIATION

By: Dave Martin
Name: Dave Martin
Title: Executive Vice President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on 6-27-85, 1985, by Bob E. Atnip.

Kathy Hillman
Notary Public in and for
the State of T E X A S
Printed Name: Kathy Hillman
My Commission Expires: 5-10-86

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on 6-27-85,
1985, by Dave Martin, Executive Vice President
of Texas Commerce Bank-Inwood National Association, a national
banking association, on behalf of said association.

Kathy Hillman
Notary Public in and for
the State of T E X A S

Printed Name: Kathy Hillman

My Commission Expires: 5-10-86